

REMARKS

Overview

Claim 1-11, 13-15, 17-22 and 25-26 are pending in the present application. Claims 1, 10, 15, 17, 19, 21, 25 and 26 have been amended. Claims 16 and 23 have been cancelled. The present response is an earnest effort to place the claims in proper form for allowance.

Examiner Interview

The Examiner is thanked for the courtesy extended during the Examiner Interview of February 15, 2006. The Interview summary sets forth an accurate and complete summary of the interview and is believed to have been helpful in advancing prosecution of this case.

Issues Under 35 U.S.C. § 103

Claims 1-7, 9-11, 13-16, 21-23 and 25 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,272,472 to Danneels et al, in view of U.S. Patent No. 4,992,940 to Dworkin. Claims 16 and 23 have been cancelled. Independent claims 1, 10, 15, 21 and 25 have been amended.

Danneels discloses a dynamic linking of supplier web sites to reseller web sites in the context of electronic commerce. Danneels discloses a purchaser being able to select items at its supplier's web site and being able to transfer the list of selected items to a reseller's web site without having to enter the information a second time.

Dworkin is a system that gathers information about what suppliers are available for specific item and then fills the customer's needs with the item at the best price.

Neither reference addresses precisely the same problem as addressed by the present invention -- wanting to increase the likelihood that a sale referred to an online partner is consummated. Danneels refers a sale to an online partner, but loses control. Dworkin controls the process completely. Neither solution solves the problem identified and resolved by the claimed invention.

The present invention provides significant and substantial benefits over Danneels. The terminology often used throughout the present application to describe the present invention is "cart transfer". This terminology connotes that the buying decision has been made and a consumer is ready to check out.

The present invention provides for presenting information on the manufacturer web site sufficient for a consumer to make a buying decision before the consumer leaves the manufacturer web site. By controlling the presentation of this information and making it available on the manufacturer web site, the consumer can make the buying decision on the manufacturer web site.

Danneels et al., as the Examiner recognizes, does not disclose providing pricing information for the reseller on the supplier's web site. Pricing is one key buying criteria for whether to buy a particular item, and where to buy the item from. Because Danneels does not allow for pricing of different reseller web sites to be viewed at the supplier's web site, Danneel, does not control the buying process. Danneels assists in the buying process and Danneels monitors the buying process, but Danneels does not control the buying price. That fact that Danneels receives feed back from the reseller web site (column 5, lines 44-48) evidences that Danneels fails to control the buying process by not providing sufficient information on the supplier web site for the consumer to make a buying decision prior to leaving the supplier web site.

Danneels makes no recognition of the fact that once a consumer is transferred to the reseller web site, the consumer may change their mind and select an alternative product from the reseller web site if the price for the selected product is too high instead of returning to the supplier web site. Should that happen, the supplier loses a sale because the buying process was not a guided or controlled buying process. The supplier web site simply cannot control the buying process without providing sufficient information such as price on the supplier web site.

Claim 1 now requires the limitation of "the first web site being further adapted to display a price of the product purchase selection prior to transferring the product purchase selection to the shopping cart of the second web site to thereby assist consumers in making purchasing decisions prior to leaving the first web site." Neither Danneels nor Dworkin disclose this limitation, therefore, this rejection must be withdrawn. It is respectfully submitted that this limitation makes clear that the first web site provides pricing information to facilitate the consumer/purchaser making an informed decision without needing to leave the first web site. This difference is significant because the first web site maintains greater control over the buying process. In particular, the consumer makes the decision whether to buy or not on the first web site, and manifests this decision by placing the product selection in the cart. Before leaving the first web site, the consumer knows what the price will be when. Thus, because the first web site manages the buying process, there is less likelihood of losing a sale of the product once selected. Consider what could happen if the first web site does not control the buying process in the claimed manner. A would-be purchaser of a product could be directed to a second web site and because pricing was unsatisfactory select a different product which could even be a product not available on the first web site. For example, a consumer could visit the first web site and select a MAYTAG® appliance. A consumer could then be directed towards a second web site such as a

Sears web site. If the consumer was not content with the price of the MAYTAG® appliance, the consumer could potentially select a different brand of product at the Sears web site -- one not even associated with the first web site (i.e. a non-Maytag appliance). By providing pricing information on the first web site, consumers are only directed towards the second web site once they are ready to make the purchase -- after having reviewed pricing information and placing the purchase in their cart. This methodology increases the likelihood that a consumer who comes to a MAYTAG web site to buy an appliance, ultimately buys a MAYTAG appliance even though the consumer is ultimately directed towards a second web site to complete the sale.

It is further observed that in the previous Office Action, the Examiner did not specifically address this limitation, despite Applicant's previous arguments. The additional language is added for clarity as the Examiner may have been interpreting the language of the claim in an unintended manner. Therefore it is respectfully submitted that this rejection be withdrawn. As claims 2-7, 9 and 16 depend from claim 1, these rejections should also be withdrawn.

Independent claim 10 requires the limitation "providing an online consumer with a web site having a view of a first shopping cart containing one or more product purchase selections and adapted for displaying pricing of the one or more product purchase selections to thereby assist the online consumer with making a purchasing decision prior to leaving the web site". The additional language was added for clarity as it appears the Examiner may have been interpreting the claim language of the preceding clause in an unintended manner. It is respectfully submitted that this limitation makes clear that the pricing information is available to the consumer before the consumer transfers the information from the first web site to the shopping cart of the second web site. Thus, the consumer has all of this information before ever having to visit one or more customer web sites. Neither Danneels nor Dworkin disclose this limitation. Moreover, this

difference is significant because it enables the first web site to better manage the buying/selling process.

The consumer is drawn to the first web site, thus, it should be possible to capture the sale of a product listed on the first web site. However, by sending a consumer to another web site, one would give up control. The present invention allows the first web site to manage enough of the buying/selling process prior to transferring the customer to another web site to avoid giving up the sale. In other words, sufficient information is presented to the consumer on the first web site to allow the consumer to make a definite buying decision. Therefore this rejection to claim 10 should be withdrawn. As claims 11, 13 and 14 depend from claim 10, it is respectfully submitted that these rejections should also be withdrawn.

Claim 15 includes the limitation of "a manufacturer web site adapted to communicate product information sufficient for consumers to make product purchasing decisions without leaving the manufacturer web site, adapted to communicate product pricing to consumers and adapted to receive product purchase selection information from the consumer". The limitation distinguishes over the combination of Danneels and Dworkin in that the first web site displays pricing information before the transfer of the shopping cart from the first web site to the shopping cart of the second web site. Neither Danneels nor Dworkin disclose such a limitation. It is respectfully submitted this rejection to claim 15 should be withdrawn on this basis. Moreover, claim 15 has been amended to require "wherein the product purchase selection information comprises a product identifier and user information." This limitation further distinguishes both Danneels and Dworkin in that neither disclose the user information being transferred. Support for this amendment is found in the original specification at page 16, lines 19-24. Therefore this rejection should be withdrawn for this independent reason.

Claim 21 includes the limitation "providing pricing information for the product purchase selection on the manufacturer web site." As neither Danneels nor Dworkin disclose providing pricing information on the manufacturer web site, this limitation must also be withdrawn. As claims 22 and 23 depend from claim 21, it is respectfully submitted that these rejections should also be withdrawn. In addition, claim 21 has been amended to incorporate the limitations of claim 23. Thus claim 21 further distinguishes over both Dworkin and Danneels in that neither reference discloses receiving sufficient information from a consumer to complete a transaction on the manufacturer web site and transferring the information to a retailer web site.

Claim 25 has been amended to require "maintaining current product information" to thereby make clear one of the benefits of the relationship between a web site and online partner web sites. Namely, current product information need not be maintained on every online partner web site as the consumer makes a purchasing decision on the web site before being transferred to an online partner web site. As claim 26 depends from claim 25 this rejection should also be withdrawn.

Claims 17-19 have been rejected as being unpatentable over Danneels in view of Official Notice.

Claim 17 includes the limitation of "the web site adapted to receive the online consumer's zip code." As the Examiner recognizes, Danneels does not disclose using the online consumer zip code before the transferring of information from the first web site to the second web site. This is another example of how the present invention allows a web site to manage the buying/selling process by collecting information which could be used to match a consumer with the most appropriate sellers, to increase the likelihood that the sale of the product selected at the first web site is actually completed. The Examiner takes Official Notice that it is old and well-

known in the art to determine a purchaser's proximate geographic area with a zip code. Further, the Examiner indicates that one of ordinary skill in the art would recognize that "a zip code is a standard geographical locator and would be used in order to capitalize on this pre-established standard." Claim 17 has been amended to add the limitation "and each of the customers being authorized for delivery and installation of the at least one product purchase selection to the zip code." This claim amendment makes clear that the zip code is used in a manner not described by Danneels, and in a way inconsistent with Danneels' use of geographical regions. Danneels merely discloses the use of a geographic area to narrow a list of resellers (column 3, lines 40-45).

As claim 18 depends from claim 17, it is respectfully submitted that the rejection should be withdrawn.

Claim 19 includes the limitation of "receiving at least one product purchase selection and a zip code on the manufacturer web site." As previously discussed, and the Examiner recognizes, Danneels does not disclose the inclusion of a zip code in the first web site. Therefore, this rejection should also be withdrawn for the reasons expressed with respect to claim 17.

Claim 19 has been amended to recite "presenting on the manufacturer web site at least one retailer authorized by the manufacturer to deliver and install the at least one product purchase selection at locations associated with the zip code." Claim 19 further distinguishes over Danneels and the Examiner's Official Notice as the zip code is used in a particular way, namely to determine which retailers are authorized to deliver and install at locations within the zip code. Therefore this rejection should also be withdrawn for this reason as well.

Claim 8 has been rejected as unpatentable over Danneels in view Dworkin as applied to claim 1 and further in view of the of Microsoft Computer Dictionary. As claim 8 depends from claim 1 and the Microsoft Computer Dictionary does not remedy the deficiencies of the

combination of Danneels and Dworkin, it is respectfully submitted that this rejection to claim 8 should be withdrawn.

Claim 20 had been rejected under 35 U.S.C. § 103(a) as being unpatentable over Danneels in view of Official Notice as applied to claim 19 and further in view of Applicant's Disclosure. As claim 20 depends from claim 19, which has been amended, it is respectfully submitted that this rejection be withdrawn as well.

Conclusion

No fees or extensions of time are believed to be due in connection with this amendment; however, consider this a request for any extension inadvertently omitted, and charge any additional fees to Deposit Account No. 26-0084.

Reconsideration and allowance is respectfully requested.

Respectfully submitted,



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